

Grantsville City
429 East Main Street
Grantsville, UT 84029



Phone: (435) 884-3411
Fax: (435) 884-0426

NOTICE OF AWARD

Staker Parson Companies
89 West 13490 South, Ste 100
Draper, Utah 84020

Project Description: Hollywood Park Parking Lot Project

Grantsville City has considered the BID submitted by you for the above described work in response to its Advertisement for Bids dated the 29th day of April, 2014 and information for bidders.

You are hereby notified that your BID has been accepted for items in the amount \$44,306.70 Base Bid. You are required by the information for Bidders to execute the AGREEMENT within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT within ten (10) days from the date of Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 14th day of May, 2014.

Grantsville City

Owner

By

Title

Brent A. Marshall
Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

STAKER PARSON COMPANIES

this the 15 day of May, 2014,

By

Title

Phone Number 801-698-7837

Grantsville City
429 East Main Street
Grantsville, UT 84029



Phone: (435) 884-3411
Fax: (435) 884-0426

NOTICE TO PROCEED

Staker Parson Companies
89 West 13490 South, Ste 100
Draper, Utah 84020

Project Description: Hollywood Park Parking Lot Project

You are hereby notified to commence work in accordance with the Agreement dated May 13, 2014 on or before May 13, 2014. The date of completion of all work is therefore June 13, 2014.

Dated this 14TH day of May, 2014.

Grantsville City

Owner

By

Title

Brent L. Marshall
Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

STAKER PARSON COMPANIES

this the 15 day of May 2014.

By

Title

Phone Number 801-698-7837

David [Signature]
Operation Manager



STAKER PARSON COMPANIES

89 West 13490 South, Ste 100
Draper, UT 84020

Phone (801) 871-6600 * Fax (801) 871-6601

To:	Grantsville City	Contact:	
Address:	429 East Main St. Grantsville, UT 84029	Phone:	435-884-3411
		Fax:	435-884-0426
Project Name:	Hollywood Park	Bid Number:	
Project Location:	1000 South Quirk Street (220 East), Grantsville, UT	Bid Date:	4/25/2014

Staker & Parson Companies may withdraw this proposal, unless written acceptance is received from buyer within 30 days of proposal date. This proposal is subject to an asphalt oil cost adjustment and fuel surcharge. The Bench Mark Price for asphalt oil the week of this proposal is \$531.00 per ton. The Bench Mark Price for diesel fuel the week of this proposal is \$3.976 per gallon.

Bid Proposal Estimator: Cole Carter -- (801) 871-6638 -- cole.carter@stakerparson.com

CC 4-25-14

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Excavate Existing Ground Down 11" In Preparation For Road Base And Asphalt	713.00	CY	\$15.90	\$11,336.70
2	Furnish, Place, And Compact 8" Of Grantsville City Supplied Road Base	21,000.00	SF	\$0.47	\$9,870.00
3	Furnish, Place, And Compact 3" Of PG 58-28 Asphalt	21,000.00	SF	\$1.10	\$23,100.00

Total Bid Price: \$44,306.70

Notes:

- Road base to be supplied by Grantsville City. Dump site will also be supplied by Grantsville City
- Exclusions: Bonds, permits, licenses, fees, testing, engineering, traffic control, saw cutting, sterilant, striping, bollards, signage and prime coat.
- One mobilization included, additional to be \$1,000.00 each.
- Subgrade is to be within + or - .1 of a foot, no material to be added or removed.
- *** BID AND WORK CONTRACT ***

In consideration of the mutual promises set forth herein, Staker Paving and Construction Company, Inc., with principal offices located at 89 West 13490 South, Draper, Utah (hereinafter referred to as "Staker") and the undersigned, whose full name and address appear above, (hereinafter referred to as "Buyer") hereby agree as follows:

- DESCRIPTION OF WORK***: Staker will furnish the described materials to the job site designated above and provide the described labor (the material and the labor collectively hereinafter referred to as "the work"): *To the extent the described work is detailed in Plans and Specifications, such must be provided to Staker before the contract is negotiated. Any changes to the original Plans and Specifications used to prepare this contract may necessitate a change in the contract price and Buyer hereby agrees to execute all necessary change orders outlining the changed work and prices as submitted by Staker.
- CONTRACT PRICE**: To the extent that the above is specified as a unit or square foot price, it is agreed that the number of units or square feet indicated is an approximation. Staker shall be paid for the actual number of units or square feet completed as determined by field measurement.
- TERMS OF PAYMENT**: Buyer shall pay Staker in full at Staker's office in Salt Lake within fifteen (15) days following the date of Staker's invoices, without retention regardless of the final completion date of the work. In the event that payment is not made to Staker as provided herein, Staker shall be entitled to all of its costs, including attorney's fees and lien fees, in connection with the enforcement of its rights under this contract, whether or not legal proceedings are instituted. In addition, Staker shall be entitled to interest on all past due accounts under this contract, which interest shall accrue at the rate of 18% per annum (1 1/2.% per month) from the date payment is due until payment is received by Staker, whether before or after judgment.
- CLAIMS OR DEFECTS**: Written notice of any alleged claim or defect must be given to Staker at its address shown above not later than five (5) days after the completion of the work under this contract by Staker. Failure to give written notice as herein provided shall be and constitute a waiver of any such alleged defects or claims. Staker's sole and exclusive liability shall be to repair, replace or upon mutual agreement to credit Buyer's account for defective material. If repair or replacement is made, Staker shall have a reasonable time to make such repair or replacement.

- IN NO EVENT SHALL STAKER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH HEREOF, INCLUDING BUT NOT LIMITED TO, LOSS OF GOODWILL, LOSS OF PROFITS OR USE.
- 5. PROSECUTION OF WORK: It is contemplated by the parties that the work specified in this contract shall be completed by this date: REGULAR ASPHALT PAVING SEASON 2014. At its option, Staker may decline to perform any part of the work which, through no fault of Staker, is to be completed beyond this date. In addition, Staker shall not be responsible for any delays in performing the work due to labor disputes, weather, shortages in material, equipment or labor, acts of God or any other cause beyond its control. In the event of a delay beyond Staker's control, and to the extent reasonably possible, Staker shall complete the work at the next available opportunity. In the event Staker elects not to perform any further work beyond the above specified date pursuant to the terms provided herein, Staker shall be paid for all work performed prior to the said date and shall otherwise be fully relieved of all of its duties and responsibilities under the terms of this contract.
- 6. PROPERTY DAMAGE: Buyer shall be responsible to direct Staker employees as to proper ingress and egress of the property. To the extent that such direction is followed or that no direction is given, Staker shall not be responsible for any damage to the property where the work is being performed, including damage to curbs, gutters and sidewalks.
- 7. MISCELLANEOUS PROVISIONS:
 - A. No cost for bonds, permits, licenses, fees, testing, engineering, traffic control, saw cutting, sterilant, striping or prime coat are included in this contract unless specifically indicated in the description of work.
 - B. Buyer specifically represents and warrants that either Buyer is the owner of the Premises where the work is to be performed, or, in the alternative, Buyer has written authorization from the owner of the Premises authorizing the work to be performed on the said Premises.
 - C. Staker assumes no risk for non-disclosed or unforeseen conditions of the project site, including but not limited to, hazardous waste, soft subgrade or water table problems.
 - D. This contract is the entire agreement of the parties and no changes or additions to this contract shall be made except in writing signed by both parties.
 - E. This contract shall be construed in accordance with the laws of the State of Utah.
 - F. This contract shall be binding on the heirs, successors or assigns of the parties hereto.
 - G. THIS CONTRACT IS NOT BINDING UNTIL APPROVED BY STAKER'S CREDIT DEPARTMENT. Buyer agrees to furnish a completed Credit Application to Staker prior to or at the execution of this contract.
 - H. ASPHALT OIL COST ADJUSTMENT: This contract is subject to an asphalt oil cost adjustment for all asphalt materials included in the contract. Buyer agrees increases or decreases to asphalt oil costs above or below the listed Bench Mark Price, as stated in this proposal, is cause for adjustment to the contract. The Bench Mark Price is based on UDOT's published Binder Index at the time of this proposal. Each \$10.00 change to the UDOT Binder Index (published monthly) will require a contract price adjustment of \$0.50 per ton of asphalt mix placed during the monthly index cycle. The binder index can be found by searching "binder index" at www.udot.utah.gov.
- FUEL SURCHARGE: Due to unstable energy prices, this contract is subject to a fuel surcharge per ton for all materials included in the contract. Buyer agrees, increases or decreases to fuel costs above or below the listed Bench Mark Price, as stated in this proposal, is cause for adjustment to the contract. For each \$0.15 per gallon increase/decrease (increment), to the listed bench mark price for diesel fuel, a per ton surcharge will be added to all contract required material as listed below:

AGGREGATES: \$0.13 per ton, for each \$0.15 increment

ASPHALT: \$0.32 per ton, for each \$0.15 increment.

The Bench Mark Price is based on the average retail price of No. 2 Diesel Fuel listed at http://tonto.ela.doe.gov/oog/info/wohdp/printer_friendly_version.asp Rocky Mountain Region (PADD 4).
This contract includes tons of aggregates and tons of asphalt.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: Grantville City

Signature: Brent K. Marshall, Mayor

Date of Acceptance: May 14

CONFIRMED:

Staker Paving And Construction Co

Authorized Signature: [Signature]

Estimator: Carter